

Amendment 270 Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 270 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 7th day of November, 2013, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to update certain content on the Cardholder Website (CHW) as described below.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to the above Recitals and the following:

Section 1.0 Description of Work

The Contractor will perform the work necessary to develop, test and implement modifications to the ORCA CHW website as directed by the Agencies per the detailed screen shot requirements as more fully described in Change Request CR-073249 *MWU 2013 – 11 v3.0*.

Such work will include the following:

1.1 The Contractor will update static text on the following pages:

- (a) "Buy New Pass or Product"
- (b) "Add Value to an Unregistered Card"
- (c) "Order an Unregistered Card"

1.2 The Contractor will redirect the current "print" Autoload link to the designated Sound Transit (ST) url on the "Autoload – card xxxxxxxx" page

Section 2.0 Schedule:

2.1 The work described in Section 1.0 will be completed with Maintenance Release 24

Section 3.0 Compensation Changes

- 3.1 In the interests of progressing the Work given the schedule constraints, the Agencies agree to pay the amount of \$3839 as noted in this Amendment, but only on a non-precedential basis as to payment for similar Work in the future. Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 270

The Contractor will perform the work necessary to update the CHW.	
TOTAL	\$3839

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Two Hundred and Seventy shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: [Signature]
Its: General Manager
Date: 11/5/13

The Agencies

By: [Signature]
Their: ORCA Operations Manager
On behalf of the Agencies
Date: November 7, 2013